

**ITEL**  
**Pullman**  
May 9, 1989

**Istel Rail Corporation**

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000  
(415) 781-1035 Fax

Date .....

Fee \$ 13.....

RECORDATION NO. 16339/A  
FILED 1989

ICC Washington, D. C.

MAY 15 1989 -11 30 AM

INTERSTATE COMMERCE COMMISSION

Hon. Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Schedule No. 1 to Master Lease No. 2232-00 dated May 5,  
1989, between Istel Railcar Corporation and General  
Chemical Corporation

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Schedule under Master Lease No. 2232-00 dated May 5, 1989, between Istel Railcar Corporation and General Chemical Corporation, which is being filed with the ICC simultaneously this date.

The parties to the aforementioned instrument are listed below:

Istel Railcar Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

General Chemical Corporation (Lessee)  
90 East Halsey Street  
Parsippany, New Jersey 07054

This Schedule covers sixty-five (65) 100-ton, Plate C, LO covered hoppers bearing reporting marks USLX 5733-5744, USLX 5747 and USLX 5810-5861.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*

Patricia Schumacker  
Legal Department

MAY 15 1989 -11 30 AM

## SCHEDULE NO. 1

## INTERSTATE COMMERCE COMMISSION

THIS SCHEDULE NO. 1 ("Schedule") to that certain Lease Agreement (the "Agreement") made as of May 5, 1989 between ITEL RAILCAR CORPORATION as lessor ("Lessor"), and GENERAL CHEMICAL CORPORATION, as lessee ("Lessee") is made this 5th day of May, 1989, between Lessor and Lessee.

1. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

AAR			Inside		No. of
Desig.	Description	Numbers	Length	Width	Cars
LO	100-ton, Plate C, covered hopper	USLX 5733-5744, 5747	63'6"	10'1"	13
LO	100-ton, Plate C, covered hopper	USLX 5810-5861	59'6"	10'4"	52

2. This Agreement supersedes, terminates and replaces Schedule 10 dated November 1, 1986 to the Railroad Car Lease Agreement dated November 1, 1986, (the "Evans Lease") by and between Evans Railcar Leasing Company, Lessor's assignor, and Lessee.
3. The term of the Agreement with respect to each Car described in this Schedule shall commence retroactively at 12 noon on January 1, 1989 (the "Effective Date") and shall continue through the close of business on December 31, 1989 (the "Initial Term").
4. Lessee may make running repairs (not replacements) to the outlet gate and hatch cover of the Cars. Lessee shall advise Lessor of any other required repairs.
5. Lessor shall allow Lessee to be self-insured as to: (1) all-risk, physical loss and damage insurance with respect to the Cars while the Cars are on Lessee's property or in Lessee's care, custody or control; and (2) public liability insurance with respect to third party personal injury and property damage.
6. The fixed rent ("Fixed Rent") shall be \$ .00 per Car per month for each full calendar month ("Month"). The Fixed Rent shall be prorated at \$ . per day for any Car not subject to the Agreement for a full Month and shall be due and payable on the first day of each Month regardless of any claimed abatement, reduction or offset.

7. All other terms and provisions of the Agreement shall remain in full force and effect.
8. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ITEL RAILCAR CORPORATION

By: *Robert Kiehn*  
 Title: *Vice President - Finance*  
 Date: *May 5, 1989*

GENERAL CHEMICAL CORPORATION

By: *Karl L. Shetter*  
 Title: *Gen Mgr - Transportation*  
 Date: *4/28/89*

STATE OF CALIFORNIA       )  
   ) ss:  
 COUNTY OF SAN FRANCISCO )

On this 5th day of May, 1989, before me personally appeared ~~Desmond P. Hayes~~, to me personally known, who being by me duly sworn says that such person is ~~President~~ of Itel Railcar Corporation, that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Robert Kidnle*

*Vice-President - Finance*

*Sharon L. Van Fossan*  
 Notary Public



STATE OF \_\_\_\_\_ )  
   ) ss:  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that such person is \_\_\_\_\_ of General Chemical Corporation that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
 Notary Public